

Union Calendar No. 386

103^D CONGRESS
2^D SESSION

H. R. 4709

[Report No. 103-704]

A BILL

To make certain technical corrections, and for other purposes.

AUGUST 16, 1994

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

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IN THE HOUSE OF REPRESENTATIVES

JUNE 30, 1994

Mr. RICHARDSON (for himself and Mr. THOMAS of Wyoming) introduced the following bill; which was referred to the Committee on Natural Resources

AUGUST 16, 1994

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in italic]

[For text of introduced bill, see copy of bill as introduced on June 30, 1994]

A BILL

To make certain technical corrections, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. LEASING AUTHORITY OF THE INDIAN PUEBLO**
 2 **FEDERAL DEVELOPMENT CORPORATION.**

3 *Notwithstanding the provisions of section 17 of the Act*
 4 *of June 18, 1934 (25 U.S.C. 477), the Indian Pueblo Fed-*
 5 *eral Development Corporation, whose charter was issued*
 6 *pursuant to such section by the Secretary of the Interior*
 7 *on January 15, 1993, shall have the authority to lease or*
 8 *sublease trust or restricted Indian lands for up to 50 years.*

9 **SEC. 2. GRAND RONDE RESERVATION ACT.**

10 (a) *LANDS DESCRIBED.—Section 1 of the Act entitled*
 11 *“An Act to establish a reservation for the Confederated*
 12 *Tribes of the Grand Ronde Community of Oregon, and for*
 13 *other purposes”, approved September 9, 1988 (102 Stat.*
 14 *1594), is amended—*

15 (1) *in subsection (c)—*

16 (A) *by striking “9,879.65” and inserting*
 17 *“10,120.68”; and*

18 (B) *by striking all after*

“6 8 1 SW¹/₄SW¹/₄, W¹/₂SE¹/₄SW¹/₄ 53.78”

19 *and inserting in lieu thereof the following:*

“6	8	1	S ¹ / ₂ E ¹ / ₂ SE ¹ / ₄ SW ¹ / ₄	10.03
6	7	8	Tax lot 800	5.55
4	7	30	Lots 3, 4, SW ¹ / ₄ NE ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , E ¹ / ₂ SW ¹ / ₄	240
Total				10,120.68.”;

20 *and*

1 (2) *by adding at the end the following:*

2 “(d) *CLAIMS EXTINGUISHED; LIABILITY.—*

3 “(1) *CLAIMS EXTINGUISHED.—All claims to*
4 *lands within the State of Oregon based upon recog-*
5 *nized title to the Grand Ronde Indian Reservation es-*
6 *tablished by the Executive order of June 30, 1857,*
7 *pursuant to treaties with the Kalapuya, Molalla, and*
8 *other tribes, or any part thereof by the Confederated*
9 *Tribes of the Grand Ronde Community of Oregon, or*
10 *any predecessor or successor in interest, are hereby ex-*
11 *tinguished, and any transfers pursuant to the Act of*
12 *April 28, 1904 (Chap. 1820; 33 Stat. 567) or other*
13 *statute of the United States, by, from, or on behalf of*
14 *the Confederated Tribes of the Grand Ronde Commu-*
15 *nity of Oregon, or any predecessor or successor inter-*
16 *est, shall be deemed to have been made in accordance*
17 *with the Constitution and all laws of the United*
18 *States that are specifically applicable to transfers of*
19 *lands or natural resources from, by, or on behalf of*
20 *any Indian, Indian nation, or tribe of Indians (in-*
21 *cluding, but not limited to, the Trade and Intercourse*
22 *Act of 1790 (Act of July 22, 1790; 25 U.S.C. 177, ch.*
23 *33, sec. 4; 1 Stat. 137)).*

24 “(2) *LIABILITY.—The Tribe shall assume respon-*
25 *sibility for lost revenues, if any, to any county be-*

1 “(i) a tract of land in the northwest and the
2 northeast quarters of section 7 consisting of
3 208.50 acres, more or less, conveyed to the Tribe
4 by warranty deed from John J. Jantzi and
5 Erma M. Jantzi on March 30, 1990; and

6 “(ii) 3 tracts of land in section 7 consisting
7 of 18.07 acres, more or less, conveyed to the Tribe
8 by warranty deed from John J. Jantzi and
9 Erma M. Jantzi on March 30, 1990.

10 “(B) In Township 10 South, Range 10 West,
11 Willamette Meridian—

12 “(i) a tract of land in section 4, including
13 a portion of United States Government Lot 31
14 lying west and south of the Siletz River, consist-
15 ing of 15.29 acres, more or less, conveyed to the
16 Tribe by warranty deed from Patrick J. Collson
17 and Patricia Ann Collson on February 27, 1991;

18 “(ii) a tract of land in section 9, located in
19 Tract 60, consisting of 4.00 acres, more or less,
20 conveyed to the Tribe by contract of sale from
21 Gladys M. Faulkner on December 9, 1987;

22 “(iii) a tract of land in section 9, including
23 portions of the north one-half of United States
24 Government Lot 15, consisting of 7.34 acres,
25 more or less, conveyed to the Tribe by contract

1 *of sale from Clayton E. Hursh and Anna L.*
2 *Hursh on December 9, 1987;*

3 “(iv) *a tract of land in section 9, including*
4 *a portion of the north one-half of Government*
5 *Lot 16, consisting of 5.62 acres, more or less,*
6 *conveyed to the Tribe by warranty deed from*
7 *Steve Jebert and Elizabeth Jebert on December*
8 *1, 1987;*

9 “(v) *a tract of land in the southwest quarter*
10 *of the northwest quarter of section 9, consisting*
11 *of 3.45 acres, more or less, conveyed to the Tribe*
12 *by warranty deed from Eugenie Nashif on July*
13 *11, 1988; and*

14 “(vi) *a tract of land in section 10, includ-*
15 *ing United States Government Lot 8 and por-*
16 *tions of United States Government Lot 7, con-*
17 *sisting of 29.93 acres, more or less, conveyed to*
18 *the Tribe by warranty deed from Doyle Grooms*
19 *on August 6, 1992.*

20 “(C) *In the northwest quarter of section 2 and*
21 *the northeast quarter of section 3, Township 7 South,*
22 *Range 11 West, Willamette Meridian, a tract of land*
23 *comprising Lots 58, 59, 63, and 64, Lincoln Shore*
24 *Star Resort, Lincoln City, Oregon.*

1 “(2) *The parcels of land described in paragraph (1),*
2 *together with the following tracts of lands which have been*
3 *conveyed to the United States in trust for the Confederated*
4 *Tribes of Siletz Indians of Oregon—*

5 “(A) *a tract of land in section 3, Township 10*
6 *South, Range 10 West, Willamette Meridian, includ-*
7 *ing portions of United States Government Lots 25,*
8 *26, 27, and 28, consisting of 49.35 acres, more or less,*
9 *conveyed by the Siletz Tribe to the United States in*
10 *trust for the Tribe on March 15, 1986; and*

11 “(B) *a tract of land in section 9, Township 10*
12 *South, Range 10 West, Willamette Meridian, includ-*
13 *ing United States Government Lot 33, consisting of*
14 *2.27 acres, more or less, conveyed by warranty deed*
15 *to the United States in trust for the Confederated*
16 *Tribes of Siletz Indians of Oregon from Harold D.*
17 *Alldrige and Sylvia C. Alldrige on June 30, 1981;*
18 *shall be subject to the limitations and provisions of sections*
19 *3, 4, and 5 of this Act and shall be deemed to be a restora-*
20 *tion of land pursuant to section 7 of the Siletz Indian Tribe*
21 *Restoration Act (91 Stat. 1415; 25 U.S.C. 711(e)).*

22 “(3) *Notwithstanding any other provision of law, the*
23 *United States should not incur any liability for conditions*
24 *on any parcels of land taken into trust under this section.*

1 **SEC. 6. WIND RIVER INDIAN IRRIGATION PROJECT.**

2 *Funds appropriated for construction of the Wind*
3 *River Indian Irrigation Project in fiscal year 1990 (Public*
4 *Law 101–121), fiscal year 1991 (Public Law 101–512), and*
5 *fiscal year 1992 (Public Law 102–154) shall be made avail-*
6 *able on a nonreimbursable basis.*

7 **SEC. 7. REIMBURSEMENT OF COSTS INCURRED BY GILA**
8 **RIVER INDIAN COMMUNITY FOR CERTAIN**
9 **RECLAMATION CONSTRUCTION.**

10 *The Secretary of the Interior is authorized to pay*
11 *\$1,842,205 to the Gila River Indian Community as reim-*
12 *bursement for the costs incurred by the Gila River Indian*
13 *Community for construction allocated to irrigation on the*
14 *Sacaton Ranch that would have been nonreimbursable if*
15 *such construction had been performed by the Bureau of Rec-*
16 *lamation under section 402 of the Colorado River Basin*
17 *Project Act (43 U.S.C. 1542).*

18 **SEC. 8. RECONVEYANCE OF CERTAIN EXCESS LANDS.**

19 *(a) IN GENERAL.—The Congress finds that the Sac*
20 *and Fox Nation of Oklahoma has determined the lands de-*
21 *scribed in subsection (b) to be excess to their needs and*
22 *should be returned to the original Indian grantors or their*
23 *heirs. The Secretary of the Interior is authorized to accept*
24 *transfer of title from the Sac and Fox Nation of Oklahoma*
25 *of its interest in the lands described in subsection (b).*

1 (b) *PERSONS AND LANDS.*—*The lands and individuals*
2 *referred to in subsection (a) are as follows:*

3 (1) *To the United States of America in trust for*
4 *Sadie Davis, now Tyner, or her heirs or devisees, the*
5 *Surface and Surface Rights only in and to the SE¹/₄*
6 *SE¹/₄ SE¹/₄ SE¹/₄ of Section 28, Township 17 North,*
7 *Range 6 East of the Indian Meridian, Lincoln Coun-*
8 *ty, Oklahoma, containing 2.50 acres, more or less.*

9 (2) *To the United States of America in trust for*
10 *Mabel Wakole, or her heirs or devisees, the Surface*
11 *and Surface Rights only in and to the NE¹/₄ NE¹/₄*
12 *of Lot 6 of NW¹/₄ of Section 14, Township 11 North,*
13 *Range 4 East of the Indian Meridian, Pottawatomie*
14 *County, Oklahoma, containing 2.50 acres, more or*
15 *less.*

16 **SEC. 9. TITLE I OF THE ACT OF JANUARY 12, 1983, PERTAIN-**
17 **ING TO THE DEVILS LAKE SIOUX TRIBE.**

18 *Paragraph (1) of section 108(a) of title I of the Act*
19 *of January 12, 1983 (96 Stat. 2515) is amended by striking*
20 *out “of the date of death of the decedent” and inserting in*
21 *lieu thereof “after the date on which the Secretary’s deter-*
22 *mination of the heirs of the decedent becomes final”.*

23 **SEC. 10. NORTHERN CHEYENNE LAND TRANSFER.**

24 (a) *IN GENERAL.*—*Notwithstanding any contrary pro-*
25 *vision of law, the Secretary of the Interior or his authorized*

1 representative (“Secretary”) is hereby authorized and di-
2 rected to transfer by deed to Lame Deer High School Dis-
3 trict No. 6, Rosebud County, Montana (“School District”),
4 all right, title, and interest of the United States and the
5 Northern Cheyenne Tribe (“Tribe”) in and to the lands de-
6 scribed below (“Subject Lands”), to be held and used by
7 the School District for the exclusive purpose of constructing
8 and operating thereon a public high school and related fa-
9 cilities. The Subject Lands consist of a tract of approxi-
10 mately 40 acres within the Northern Cheyenne Indian Res-
11 ervation, more particularly described as follows:

12 A tract of land located in the $W^{1/2}$ $SE^{1/4}$ and the $E^{1/2}$
13 $SW^{1/4}$ of Section 10, Township 3 South, Range 41
14 East, M.P.M., described as follows: Beginning at the
15 south $1/4$ corner of said Section 10, thence south 89
16 degrees 56 minutes west 393.31 feet on and along the
17 south line of said Section 10 to the true point of be-
18 ginning, thence south 89 degrees 56 minutes west
19 500.0 feet on and along said Section line, thence
20 north 00 degrees 00 minutes east, 575.0 feet, thence
21 north 54 degrees 9 minutes 22 seconds east 2382.26
22 feet, thence south 23 degrees 44 minutes 21 seconds
23 east 622.56 feet, thence south 51 degrees 14 minutes
24 40 seconds west 2177.19 feet to the true point of be-
25 ginning, containing in all 40.0 acres, more or less.

1 (b) *DEED AND LEASE.*—(1) *The deed issued under this*
2 *section shall provide that—*

3 (A) *title to all coal and other minerals, includ-*
4 *ing oil, gas, and other natural deposits, within the*
5 *Subject Lands shall remain in the Secretary in trust*
6 *for the Tribe, as provided in the Act of July 24, 1968*
7 *(82 Stat. 424);*

8 (B) *the Subject Lands may be used for the pur-*
9 *pose of constructing and operating a public high*
10 *school and related facilities thereon, and for no other*
11 *purpose;*

12 (C) *title to the Subject Lands, free and clear of*
13 *all liens and encumbrances, shall automatically revert*
14 *to the Secretary in trust for the Tribe, and the deed*
15 *shall be of no further force or effect, if, within eight*
16 *years of the date of the deed, classes have not com-*
17 *menced in a permanent public high school facility es-*
18 *tablished on the Subject Lands, or if such classes com-*
19 *mence at the facility within such eight-year period,*
20 *but the facility subsequently permanently ceases oper-*
21 *ating as a public high school; and*

22 (D) *at any time after the conclusion of the cur-*
23 *rent litigation (including all trial and, if any, appel-*
24 *late proceedings) challenging the November 9, 1993,*
25 *decision of the Superintendent of Public Instruction*

1 *for the State of Montana granting the petition to cre-*
2 *ate the School District, and with the prior approval*
3 *of the Superintendent of Public Instruction (“Super-*
4 *intendent’s approval”), the Tribe shall have the right*
5 *to replace the deed with a lease covering the Subject*
6 *Lands issued under the Act of August 9, 1955, as*
7 *amended (25 U.S.C. 415(a)) having a term of 25*
8 *years, with a right to renew for an additional 25*
9 *years.*

10 *(2) Under the lease referred to in paragraph (1)(D),*
11 *the Subject Lands shall be leased rent free to the School*
12 *District for the exclusive purpose of constructing and oper-*
13 *ating a public high school and related facilities thereon. The*
14 *lease shall terminate if, within eight years of the date of*
15 *the deed, classes have not commenced in a permanent public*
16 *high school facility established on the Subject Lands, or if*
17 *such classes commence at the facility within such eight-year*
18 *period, but the facility subsequently permanently ceases op-*
19 *erating as a public high school. In the event the Tribe seeks*
20 *and obtains the Superintendent’s Approval, it may tender*
21 *a lease, signed by the Tribe and approved by the Secretary,*
22 *which complies with the provisions of this subsection. Upon*
23 *such tender, the deed shall be of no further force or effect,*
24 *and, subject to the leasehold interest offered to the School*
25 *District, title to the Subject Lands, free and clear of all*

1 *liens and encumbrances, shall automatically revert to the*
2 *Secretary in trust for the Tribe. The Tribe may at any time*
3 *irrevocably relinquish the right provided to it under this*
4 *subsection by resolution of the Northern Cheyenne Tribal*
5 *Council explicitly so providing.*

6 (c) *EFFECT OF ACCEPTANCE OF DEED.*—Upon the
7 *School District’s acceptance of a deed delivered under this*
8 *section, the School District, and any party who may subse-*
9 *quently acquire any right, title, or interest of any kind*
10 *whatsoever in or to the Subject Lands by or through the*
11 *School District, shall be subject to, be bound by, and comply*
12 *with all terms and conditions set forth in subparagraphs*
13 *(A) through (D) of subsection (b)(1).*

14 **SEC. 11. INDIAN AGRICULTURE AMENDMENT.**

15 (a) *LEASING OF INDIAN AGRICULTURAL LANDS.*—Sec-
16 *tion 105 of the American Indian Agriculture Resource Man-*
17 *agement Act (25 U.S.C. 3701 et seq.) is amended—*

18 (1) *in subsection (b)—*

19 (A) *by striking “and” at the end of para-*
20 *graph (3);*

21 (B) *by striking the period at the end of*
22 *paragraph (4) and inserting “; and”; and*

23 (C) *by adding at the end the following:*

1 “(5) shall approve leases and permits of tribally
2 owned agricultural lands at rates determined by the
3 tribal governing body.”; and

4 (2) in subsection (c), by amending paragraph
5 (1) to read as follows: “(1) Nothing in this section
6 shall be construed as limiting or altering the author-
7 ity or right of an individual allottee or Indian tribe
8 in the legal or beneficial use of his, her, or its own
9 land or to enter into an agricultural lease of the sur-
10 face interest of his, her, or its allotment or land under
11 any other provision of law.”.

12 (b) *TRIBAL IMMUNITY*.—The American Indian Agri-
13 culture Resource Management Act (25 U.S.C. 3701 et seq.)
14 is amended by adding at the end the following:

15 **“SEC. 306. TRIBAL IMMUNITY.**

16 “Nothing in this Act shall be construed to affect, mod-
17 ify, diminish, or otherwise impair the sovereign immunity
18 from suit enjoyed by Indian tribes.”.

19 **SEC. 12. INDIAN HEALTH AMENDMENT.**

20 Section 4(n) of the Indian Health Care Improvement
21 Act (25 U.S.C. 1603(n)) is amended to read as follows:

22 “(n) ‘Health profession’ means allopathic medicine,
23 family medicine, internal medicine, pediatrics, geriatric
24 medicine, obstetrics and gynecology, psychiatry, osteopathy,
25 optometry, pharmacy, psychology, public health, social

1 *work, marriage and family therapy, chiropractic medicine,*
2 *environmental health and engineering, allied health profes-*
3 *sions, and other health professions.”.*

4 **SEC. 13. SAN CARLOS APACHE WATER RIGHTS SETTLEMENT**

5 **ACT OF 1992.**

6 *Section 3711(b)(1) of title XXXVII of the San Carlos*
7 *Apache Tribe Water Rights Settlement Act of 1992 (106*
8 *Stat. 4752) is amended by striking out “December 31,*
9 *1994” and inserting in lieu thereof “December 31, 1995”.*

10 **SEC. 14. RELATIONSHIP BETWEEN BUY INDIAN ACT AND**

11 **MENTOR-PROTEGE PROGRAM.**

12 *Section 23 of the Act of June 25, 1910 (36 Stat. 861;*
13 *25 U.S.C. 47; commonly referred to as the “Buy Indian*
14 *Act”), is amended by adding at the end the following: “Par-*
15 *ticipation in the Mentor-Protege Program established under*
16 *section 831 of Public Law 101–510 or receipt of assistance*
17 *pursuant to any developmental assistance agreement au-*
18 *thorized under such program does not render Indian labor*
19 *or Indian industry ineligible to receive any assistance au-*
20 *thorized under this proviso. For the purposes of this proviso,*
21 *(i) no determination of affiliation or control (either direct*
22 *or indirect) may be found between a protege firm and its*
23 *mentor firm on the basis that the mentor firm has agreed*
24 *to furnish (or has furnished) to its protege firm pursuant*
25 *to a mentor-protege agreement any form of developmental*

1 *assistance described in subsection (f) of such section, and*
2 *(ii) the terms ‘protege firm’ and ‘mentor firm’ have the*
3 *meaning given such terms in subsection (c) of such section*
4 *831.’.*

5 **SEC. 15. ACQUISITION OF LANDS ON WIND RIVER RESERVA-**
6 **TION.**

7 *(a) AUTHORITY TO HOLD LANDS IN TRUST FOR THE*
8 *INDIVIDUAL TRIBE.—The Secretary of the Interior is hereby*
9 *authorized to acquire individually in the name of the Unit-*
10 *ed States in trust for the benefit of the Eastern Shoshone*
11 *Tribe of the Wind River Reservation or the Northern Arap-*
12 *aho Tribe of the Wind River Reservation, as appropriate,*
13 *lands or other rights when the individual assets of only one*
14 *of the tribes is used to acquire such lands or other rights.*

15 *(b) LANDS REMAIN PART OF JOINT RESERVATION*
16 *SUBJECT TO EXCLUSIVE TRIBAL CONTROL.—Any lands ac-*
17 *quired under subsection (a) within the exterior boundaries*
18 *of the Wind River Reservation shall remain a part of the*
19 *Reservation and subject to the joint tribal laws of the Res-*
20 *ervation, except that the lands so acquired shall be subject*
21 *to the exclusive use and control of the tribe for which such*
22 *lands were acquired.*

23 *(c) INCOME.—The income from lands acquired under*
24 *subsection (a) shall be credited to the Tribe for which such*
25 *lands were acquired.*

1 (d) *SAVINGS PROVISION.*—*Nothing in this section shall*
2 *be construed to prevent the joint acquisition of lands for*
3 *the benefit of the Eastern Shoshone Tribe of the Wind River*
4 *Reservation and the Northern Arapaho Tribe of the Wind*
5 *River Reservation.*

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